



RONE and MacNeill, Inc.

Consulting Foresters
Route 4 Box 361-A1
Water Valley, MS 38965

BOOK

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STATE MS.-DE SOTO CO.
FILED

Nov 14 3 23 PM '97

FOREST PRODUCTS SALE CONTRACT

BK 716 PG 816
W.E. DAVIS CH. CLK.

This contract made and entered into this day by and between Lottie H. Garner, party of the first part, hereinafter called the SELLER, and Fly Timber Company, Inc., party of the second part, hereinafter called the BUYER.
WITNESSETH:

ARTICLE I:

For and in consideration of the sum of \$10.00, receipt of which is hereby acknowledged, and other good and valuable consideration, the SELLER hereby agrees to sell and the BUYER agrees to buy all forest products designated for removal by the SELLER on 43 acres, more or less, located East of Old Hwy. 51 in the NW $\frac{1}{4}$ of Section 19, Township 3 South, Range 7 West of DeSoto County, Mississippi. (Please see attached plat map)

The BUYER agrees to pay, in full, or otherwise desired by the SELLER, for the forest products designated for removal, at the signing of this contract.

All of the forest products covered by this contract, described below, have been designated by the SELLER in the following manner:

This is a Sale of all Merchantable Timber on 43 acres, more or less. All merchantable timber within the designated sale area to be cut is flagged with Pink-Glo flagging. Boundry line trees will not be cut.

The BUYER represents that he has inspected the sale area and familiarized himself with the kind, amount, and quality of all products designated by the SELLER and covered by this contract, and understands that the estimated volume figures were furnished for information only and are not guaranteed by the SELLER.

PART I - GENERAL TERMS

ARTICLE II:

The SELLER warrants that she has merchantable title to the products covered by this contract, and that same is free of all liens and encumbrances. The SELLER grants to the BUYER the right of ingress and egress over the lands of the SELLER as may be necessary for removal of products specified by this contract; provided, however, that no mechanized equipment not equipped with rubber treads shall be operated on or across any paved or blacktop surfaced roads on the property of the SELLER without first laying planks on the road to prevent contact between the vehicle and the road.

ARTICLE III:

This contract shall not be assigned in whole or in part without the written consent of the SELLER; and in event of assignment, the terms of this contract shall apply.

ARTICLE IV:

The SELLER hereby designates Rone and MacNeill, Inc.; Consulting Foresters as its technical agent and give said agent responsibility of determining compliance with the terms of this contract by the BUYER and also gives agent the authority to stop all operations of the BUYER on the SELLERS' property when it appears that the terms of this contract are being violated.

The BUYER agrees to notify Rone and MacNeill, Inc. before beginning operations under terms of this contract. Upon notification, a time will be arranged prior to beginning cutting operations for a pre-entry conference. The purpose of this conference is to review this timber sale contract and ensure the understanding and compliance of all articles and performance requirements.

This pre-entry conference is required prior to beginning cutting operations.

A logging plan, if deemed necessary by Rone and MacNeill, Inc. will be developed jointly between Rone and MacNeill, Inc. and the BUYER prior to beginning cutting operations. This logging plan will include the location of haul roads, loading decks, main skid trails, stream management zones, and other sensitive areas as deemed necessary. These haul roads, loading decks, main skid trails, stream management zones, and other areas will be physically marked on the sale area by some visible means and so noted on the plan. This plan, once implemented, can only be changed upon the mutual consent of both parties.

ARTICLE V:

The terms of this contract shall be for a period of eighteen (18) months from the date hereof, and during said period the BUYER may harvest and remove any and all products covered by this contract; and upon harvesting and removal, title shall vest in the BUYER. The contract may be extended for six (6) months by mutual consent of the BUYER and SELLER, in writing, if conditions develop which interfere with the BUYER'S operations for an appreciable length of time; provided the BUYER will pay for additional growth, assumed to be 6% per year. All severance taxes will be paid by the BUYER.

ARTICLE VI:

The BUYER agrees to take all reasonable steps to prevent fire to the timber on the above described lands and agrees that he will use all available men and equipment to suppress any fires on said lands while the BUYER'S operations are in progress.

The BUYER further agrees to pay the SELLER for any and all damage from fire to the timber or other property of the SELLER originating through the negligent act or acts of the BUYER, his agents, or employees and that he will further pay the SELLER for any expense incurred by the SELLER in fighting or suppressing fires.

PART II - PERFORMANCE REQUIREMENTS

ARTICLE VII:

Existing logging roads shall be utilized wherever practicable. If necessary, haul roads will be coordinated with the buyer and or logger. All loading decks will be located a minimum of fifty (50) feet inside the sale area and away from any county or public road right-of-way or other designated area as shown on the attached logging plan or tract map.

Trees of desirable growing stock, outside the sale area, which are unnecessarily damaged in the course of BUYER'S operations will be designated for cutting by the SELLER or his agent and shall be paid for at the following rates which are considered to be approximately double their stumpage value:

Pine Pulpwood	\$ 60 per standard cord
Hardwood Pulpwood	\$ 60 per standard cord
Pine Sawtimber	\$ 800 per MBF, Doyle scale
Hardwood Sawtimber	\$ 800 per MBF, Doyle scale

For purposes of this contract, unnecessary damage to a desirable tree shall be considered as breakage of the main stem, uprooting, or any abrasion which exposes wood on one quarter (1/4) or more of the circumference of the main stem, which damage could have been avoided through the use of reasonable care.

Trees of desirable growing stock or boundry line trees which are cut due to the BUYER'S negligence or error shall be paid for at the rates specified for trees unnecessarily damaged. Diameter of any excluded tree which has been cut shall be considered to be the average diameter of the stump inside the bark, and the merchantable length of the tree shall be considered to have been 50 feet if it cannot be accurately dertermined by the SELLER or his agent.

ARTICLE VIII:

The BUYER shall be responsible for the removal of any tree or bush or portion thereof which is felled in any stream, pond or on any public highway, road, ditch draining the roadway or felled in a way which obstructs the same in any manner whatever. Any tree felled within a designated stream management zone open field or across any boundry line will be removed in its entirety.

All trash such as paper, plastic, bottles, fuel and oil containers, filters, tires, tubes, etc., will be removed from the site daily and disposed of properly. This trash will not be burned under any circumstances.

All waste oil and fuel will be drained into a proper container and transported off the sale area and disposed of properly. Draining waste oil and fuel on the ground will not be tolerated. If such a spill occurs, all necessary steps should be taken to clean up and remove contaminated soil and dispose of properly.

ARTICLE IX:

When the BUYER has completed his operations as authorized by this contract, he shall remove all of his equipment and other objects located on the property by himself, his agents, or his employees. Roads where damaged by cutting operations, will be repaired/restored to a condition traversable by a pick-up truck. Fences that are damaged by cutting operations, will be repaired.

Upon completion of all terms of this contract, the BUYER shall notify the SELLER or his agent, who will make final inspection of the sale area.

ARTICLE X:

The BUYER shall specifically and distinctly assume all risk of damage or injury to persons or property resulting from any actions of operation under this contract.

Also, the BUYER for himself and any subcontractor, shall effect and maintain at his expense, insurance satisfactory to the SELLERS or their agent in the minimum amounts as follows:

1.) BUYER and subcontractors shall in all things, conform to the requirements of the Workman's Compensation Act of the Laws of the State of Mississippi (MS Code 73-3-1) and qualify thereunder as a condition precedent to the performance of this contract. He shall as required by the SELLER, submit satisfactory proof of qualification and conformity of himself and each subcontractor with said act.

2.) Manufacturer's or Contractor's Public Liability Insurance in not less than \$100,000.00 and \$300,000.00 limits. Bodily Injury and Property Damage Insurance in not less than \$50,000.00 and \$100,000.00 limits.

3.) Contractor's Protective Public Liability Insurance in not less than \$100,000.00 and \$300,000.00 limits. Bodily Injury and Property Damage Insurance in not less than \$50,000.00 and \$100,000.00 limits.

ARTICLE XI:

If any of the conditions of these articles are violated by the BUYER, the SELLER may, upon giving the BUYER notice in writing, suspend all operations engaged in by the BUYER under this contract until conditions and requirements of this contract have been complied with; and if the BUYER refuses to comply

with each and every condition and requirement set forth in these Articles and persists therein after notice in writing, the SELLER may terminate this contract.

IN WITNESS WHEREOF, the above contract has been executed on the 16th day of October, 1997

James H. Garner by
H.R. Garner, Attorney in
Party of the First Part just

Bill Ridge for Fly Timber
Fly Timber Company, Inc.
or Representative;
(Party of the Second Part)

STATE OF MISSISSIPPI

COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state, on this 16th day of October, 1997, within my jurisdiction, the within named party of the first part, who acknowledges execution of the foregoing instrument.

My Commission Expires: 8-11-98

Susie B. Price
Notary Public

STATE OF MISSISSIPPI

COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state, on this 16th day of October, 1997, within my jurisdiction, the within named party of the second part, who acknowledges execution of the foregoing instrument.

My Commission Expires: 8-11-98

Susie B. Price
Notary Public

Address of Seller:

Lottie H. Garner
441 Dixie Hills Dr.
Hernando, Ms 38632
(601) 429-0361

Address of Buyer:

Fly Timber Company, Inc.
2178 Hwy. 7 North
Grenada, Ms 38901
(601) 226-2276

Prepared by: Rone & MacNeil
Route 4 Box 361-A1
Water Valley, MS
226-2276 38965



RONE and MacNeill, Inc.

Consulting Foresters

Route 4 Box 361-A1

Water Valley, MS 38965

BOOK

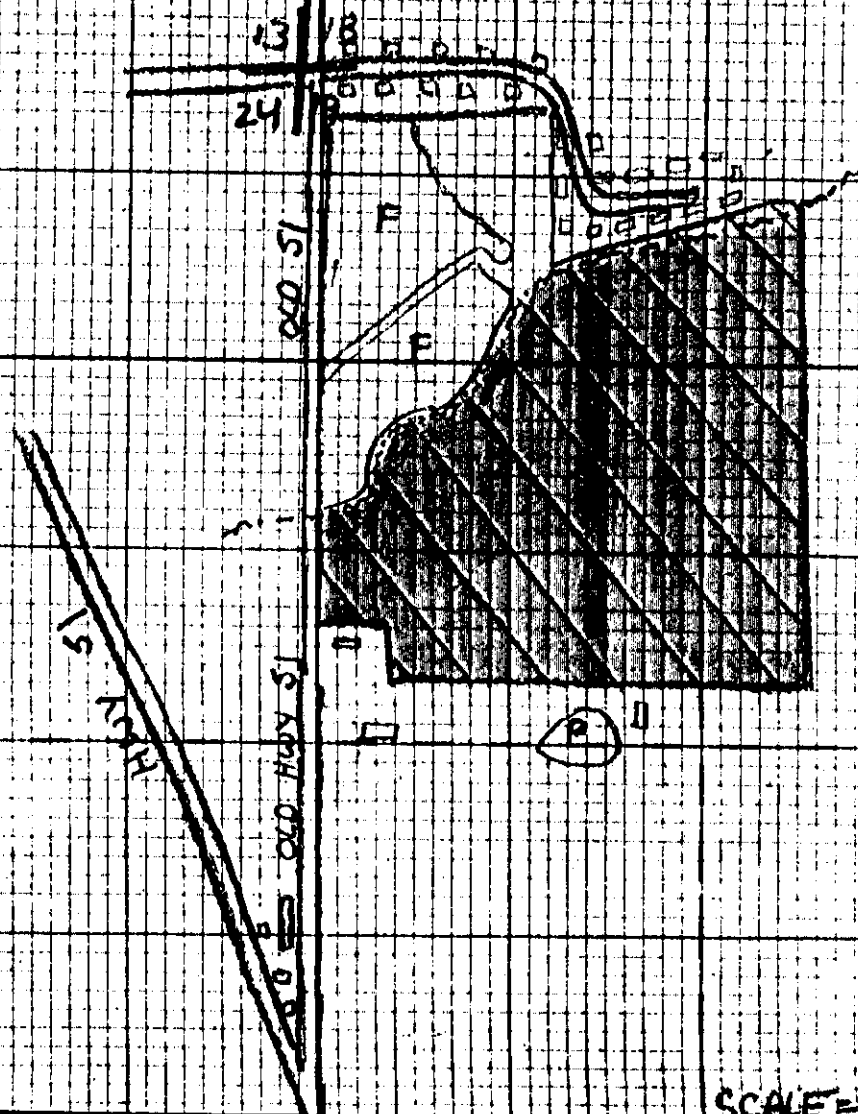
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OWNER H. R. Garner ACRES 43± Timbered Acres
ADDRESS Hernando, MS CASE NO. _____
LOCATION Sec. 19 T. 35 R. 7 W DATE 9-11-97
COUNTY DeSoto FORESTER _____

LEGEND

- ☐ HOUSE
- ☐ (P) POND
- ☐ F FIELD
- ☐ ROAD
- ☐ CREEK
- ☒ SALE AREA



SCALE = 1" = 660'